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STARLINK LOGISTICS, INC.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

STARLINK LOGISTICS, INC.,

Defendant.

Case No. _____

CONSENT DECREE

CONSENT DECREE

Case No. _____

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SEP 14 2009

U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

E-Filed

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09 4185

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the Department of Interior ("DOI"), filed a complaint in this matter against StarLink Logistics, Inc. ("Defendant" or "SLLI") pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607(a), as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Rhône-Poulenc Inc./Zoecon Corp. Superfund Site, East Palo Alto, California (the "Site") and the recovery of damages for injury to, destruction of, or loss of, natural resources resulting from releases of hazardous substances at and from the Site and the costs of assessing such injury, destruction, or loss.

B. In cooperation with Federal and State agencies with appropriate jurisdiction, including the United States Fish and Wildlife Service ("FWS") and the California Department of Fish and Game, SLLI restored a near-by salt pond to tidal marsh in anticipation that such project would, among other things, compensate for potential natural resource damage occurring at the Site. SLLI and DOI agree that the scope of the project exceeds the amount of restoration needed to provide compensation for Natural Resource Damages (other than damage assessment costs as provided herein) resulting from the release of hazardous substances at and from the Site.

C. The United States and SLLI (collectively, the "Parties") agree that the actions undertaken by SLLI in accordance with this Consent Decree, including entering into the Consent Decree, do not constitute an admission of any liability by SLLI. SLLI does not admit, and retains the right to controvert in any proceedings other than proceedings to implement or enforce this Consent Decree, the matters set forth in Section VI (Statement of Facts) and Section VII (Determinations) of this Consent Decree.

D. The United States and SLLI agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345; Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b); Section 311(n) of the Clean Water Act, 33 U.S.C. § 1321(n); and Sections 1006 and 1017(b) of the Oil Pollution Act (“OPA”), 33 U.S.C. §§ 2706, 2717(b); and also has personal jurisdiction over SLLI. Solely for the purposes of this Consent Decree and the underlying complaint, SLLI waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. SLLI shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

2. This Consent Decree is binding upon the United States, and upon SLLI. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of SLLI under this Consent Decree.

3. By entering into this Consent Decree, the objectives of the Parties , as more precisely described in the terms of the Consent Decree, are:

a. to reach a final settlement among the Parties with respect to Past Costs, Future Response Costs, and Natural Resource Damages at the Site pursuant to Sections 122(h) and (j) of CERCLA, 42 U.S.C. § 9622(h) and (j), thereby resolving certain alleged liability relating to the Site;

b. to resolve claims by the Covered Parties that could have been asserted against the United States with regard to the Site; and,

c. to provide for contribution protection for the Covered Parties with regard to the Site pursuant to Sections 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2) with respect to the matters addressed in this Consent Decree, as set forth herein.

V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*

b. "Consent Decree" shall mean this Consent Decree and the Appendices attached hereto. In the event of conflict between this Consent Decree and the Appendices, the Consent Decree shall control.

c. "Covered Parties" shall mean SLLI and affiliates Aventis Agriculture and Hoechst GmbH, and shall also include Rhône-Poulenc Inc., Aventis CropScience USA Inc. and Bayer CropScience Inc.

d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "Defendant" shall mean StarLink Logistics, Inc.

f. "DOI" means the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

g. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

h. "DTSC" shall mean the California Department of Toxic Substances Control.

i. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

j. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

1 k. "FWS" shall mean the United States Fish and Wildlife Service and any
2 successor entity.

3 l. "Facility" shall mean the approximately 5-acre property located at 1990
4 Bay Road in the City of East Palo Alto, California, which is depicted generally on the map(s)
5 attached as Appendix A and Appendix B.

6 m. "Future Response Costs" shall mean all costs, including, but not limited to,
7 direct and indirect costs, that the United States incurs in reviewing or developing plans, reports
8 and other items, verifying implementation of the response action for the Site, or otherwise
9 implementing, overseeing, or enforcing the response action for the Site on or after June 1, 2009.

10 n. "Interest" shall mean interest at the rate specified for interest on
11 investments of the EPA Hazardous Substance Superfund, compounded annually on October 1 of
12 each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the
13 rate in effect at the time the interest accrues. The rate of interest is subject to change on October
14 1 of each year.

15 o. "NCP" means the National Oil and Hazardous Substances Pollution
16 Contingency Plan, 40 C.F.R. Part 300.

17 p. "NPL" shall mean the National Priorities List, set forth at 40 C.F.R. Part
18 300, Appendix B.

19 q. "Natural Resources" shall have the meaning provided in Section 101(16) of
20 CERCLA, 42 U.S.C. § 9601(16).

21 r. "Natural Resource Damages" means any damages recoverable by DOI on
22 behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural
23 Resources at the Site as a result of a release of hazardous substances including, but not limited to:
24 (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to
25 such release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural
26 resources or of acquisition of equivalent natural resources; (iii) the costs of planning such
27 restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of
28

1 natural resources; and, (v) each of the categories of recoverable damages described in 43 C.F.R.
2 § 11.15.

3 s. "NRD Claims" shall mean the amount of natural resources damages for
4 this Site that FWS has estimated as its current or future claim for the purposes of this Consent
5 Decree only.

6 t. "Paragraph" shall mean a portion of this Consent Decree identified by an
7 Arabic numeral or an upper or lower case letter.

8 u. "Parties" shall mean the United States and SLLI.

9 v. "Past Response Costs" shall mean all costs, including but not limited to
10 direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the
11 Site through May 31, 2009, plus accrued Interest on all such costs consistent with paragraph 34
12 below.

13 w. "Plaintiff" shall mean the United States.

14 x. "Regional Board" or "RWQCB" shall mean the California Regional Water
15 Quality Control Board, San Francisco Bay Region, and any successor entity.

16 y. "RCRA" shall mean the Solid Waste Disposal Act, as amended 42 U.S.C.
17 § 60901 et seq. (also known as the Resource Conservation and Recovery Act).

18 z. "Section" shall mean a portion of this Consent Decree identified by a
19 Roman numeral.

20 aa. "Site" shall mean the Rhône-Poulenc Inc./Zoecon Corp. Superfund Site,
21 encompassing 26 acres located at 1990 Bay Road, East Palo Alto, California, as generally shown
22 on the map included as Appendix B.

23 bb. "SLLI" shall mean StarLink Logistics, Inc., and its successors and
24 assignees.

25 cc. "State Trustees" shall mean the Director of the California Department of
26 Fish and Game as designated by the Secretary of the California Resources Agency, the Executive
27 Officer of the California State Lands Commission, and the Executive Director of the State Water
28

Resources Control Board, as designated by the Secretary of the California Environmental Protection Agency, and any successor entities.

dd. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

ee. "Upland OU" shall mean the 9-acre portion of the Site as generally shown on Appendix B, which includes properties to the north and west of the Facility and the PG&E poleyard.

ff. "Wetland OU" shall mean the 2-acre portion of the tidal wetland on the eastern edge of the Site as generally shown on Appendix B.

VI. STATEMENT OF FACTS

5. The Site is located in the City of East Palo Alto, California along the western shore of the San Francisco Bay. See Appendix A.

6. The Site is defined to include areas with arsenic concentrations in soil greater than 20 milligrams per kilogram of undried (wet) soil and sediment (mg/kg) and is comprised of several individual properties. See Appendix B.

7. The Facility is the approximately 5 acre property located at 1990 Bay Road. The Facility was used to formulate agricultural chemicals for more than 60 years.

8. From approximately the 1920s until 1964, the Facility was owned by Chipman Chemical Company ("Chipman") and used for manufacturing of arsenic-based products such as weed control compounds. In 1964, Rhodia Inc. ("Rhodia"), acquired Chipman and continued operations at the Facility until the late 1960s. In 1971, Rhodia sold the Facility to Zoecon Corporation ("Zoecon"), which began operations in 1972 following expansion of site facilities. Zoecon, which later became Sandoz Agro Inc. ("Sandoz"), manufactured biorational insect controls at the agrichemical facility. In 1994, Rhône-Poulenc Inc., formerly known as Rhodia ("Rhône-Poulenc"), repurchased the real property from Sandoz. Catalytica, Inc. ("Catalytica") subsequently purchased some of the property improvements from Sandoz and leased the real property from Rhône-Poulenc for use in the manufacturing of chemicals and pharmaceutical intermediates. Catalytica ceased operations in mid-2001. The plant and office facilities were

1 demolished in the spring of 2002. The property is now vacant, except for a warehouse structure
2 adjacent to Bay Road.

3 9. In 2000, Rhône-Poulenc became Aventis CropScience USA Inc. ("Aventis
4 CropScience"). In 2001, the Facility was sold to SLLI. In 2002, Aventis CropScience was sold
5 to and changed its name to Bayer CropScience Inc. ("Bayer CropScience").

6 10. The portions of the Site aside from the Facility include partly developed
7 commercial properties to the north, south, and west, residential and mixed-use properties to the
8 south, a portion of an electrical substation property to the east, and a small portion of a tidal
9 wetland located beyond a levee east of the Facility.

10 11. Remedial activities began at the Site in 1981, when an initial investigation of the
11 extent of arsenic in soil and groundwater was conducted.

12 12. In 1985, the Site was proposed for inclusion on the NPL under CERCLA, and
13 also in 1985, the California Department of Health Services issued Sandoz, the Facility owner and
14 operator at the time, a permit to store and treat hazardous waste under RCRA authority (permit
15 No. CAT000611350). In 1989, EPA formally removed the Site from consideration for the NPL.

16 13. From 1987 to 1991, the Site was under the jurisdiction of DTSC pursuant to a
17 Consent Order between DTSC, the RWQCB, and Rhône-Poulenc. Lead agency status changed in
18 January 1991 to the RWQCB and the provisions of the Consent Order were vacated by
19 stipulation, except those referencing cost recovery.

20 14. The Remedial Investigation (RI) report for the Site was completed in 1989, and
21 the Feasibility Study (FS) report was completed for a portion of the Site that encompassed
22 approximately 9 acres, called the Upland Operable Unit, in 1991. The properties to the north and
23 west of the Facility and the PG&E poleyard are included in the Upland Operable Unit.

24 15. A Record of Decision ("ROD") was issued by the EPA for the Upland Operable
25 Unit in March 1992, and the selected remedial actions were incorporated into RWQCB Order 92-
26 022.

27 16. In 1994, RWQCB Order 94-042 addressed certain remedial actions on an
28 additional 11.8 acres of the Site referred to as the Upland Operable Unit Annex.

1 17. In 1997, remedial actions for an additional 3.6 acres, referred to as the South of
2 Weeks Street Subarea, were required by RWQCB Order 97-095.

3 18. A portion of the tidal marsh comprises the Wetland Operable Unit.

4 19. Significant remedial activities have been conducted in the Upland Operable
5 Unit, Upland Operable Unit Annex, South of Weeks Street Subarea, and for groundwater.

6 20. In the Upland Operable Unit and Upland Operable Unit Annex, accessible soil
7 containing greater than 5000 mg/kg arsenic has been disposed off site, accessible soil containing
8 arsenic at concentrations between 500 and 5000 mg/kg has been treated, and remaining soil
9 containing greater than 70 mg/kg arsenic has been capped and the properties deed restricted. In
10 the South of Weeks Subarea, accessible soil with arsenic concentrations greater than 20 mg/kg
11 has been removed. Limited additional soil removal will be conducted when structures are
12 removed on the Bains and Wilson properties. A slurry wall and groundwater extraction system
13 (phytoremediation) have been installed at the Site. Groundwater monitoring continues. A
14 feasibility study was prepared for the Wetland Operable Unit in 2005 which was finalized in
15 2007.

16 21. RWQCB Order 92-127 required an Ecological Assessment of the tidal marsh,
17 which was timely prepared.

18 22. Remedial activities in the Upland Operable Unit Annex resulted in the filling of
19 3.34 acres of seasonal wetlands.

20 23. RWQCB Order 94-042 required an offset for any wetlands filled as the result of
21 the remedy at a ratio of three acres of wetland created, enhanced, or restored for every acre
22 eliminated. The RWQCB approved the restoration of the 115-acre Cooley Landing Salt Pond,
23 located north of Bay Road to the northeast of the Facility. Ten acres of this 115-acre restoration
24 project were committed to off-set for filling 3.34 acres of the non-tidal wetland in the late 1990s.

25 24. The draft FS report for the Wetland Operable Unit was submitted in 2004 and
26 the final FS was submitted in 2007.

27 25. RWQCB Order R2-2005-0033 for the Wetland Operable Unit required an offset
28 of 1.3 acres of the Cooley Landing Salt Pond restoration area be provided in recognition of the

1 loss of wetland habitat quality caused by the Site. The calculation of this offset is described in the
2 final Wetland Operable Unit FS. This acreage is in addition to the ten acres that were committed
3 to offset for filling 3.34 acres of the non-tidal wetland.

4 26. Restoration activities were performed during the Fall of 2000 and tidal
5 circulation was restored to the Cooley Landing Salt Pond in December 2000. Hydrologic and
6 biologic monitoring of the salt pond has been ongoing since that time. Information currently
7 known to the United States indicates the presence of one or more Natural Resources at or near the
8 Site which may have been, or which may be, injured by release(s) of hazardous substances or
9 which may have been or which may be injured by response actions.

10 27. EPA has coordinated assessments, investigations and planning with the Federal
11 and State Natural Resources Trustees pursuant to CERCLA Section 104(b)(2), 42 U.S.C.
12 9604(b)(2) relating to these NRD Claims.

13 28. EPA has provided the Federal and State Natural Resources Trustees with proper
14 and necessary notice under CERCLA Section 122 relating to these NRD Claims.

15 VII. DETERMINATIONS

16 29. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42
17 U.S.C. § 9601(9).

18 30. SLLI is a "person" as that term is defined in Section 101(21) of CERCLA, 42
19 U.S.C. § 9601(21).

20 31. SLLI is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. §
21 9607(a).

22 32. There has been an actual or threatened "release" of a "hazardous substance" at
23 the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. §
24 9601(22) and (14).

25 33. The actual or threatened release of a hazardous substance at the Site has caused
26 or may cause the incurrence of response costs and may have injured, or may injure, Natural
27 Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

VIII. PAYMENT OF RESPONSE COSTS TO EPA

34. Payment of Past Response Costs to EPA. Within 30 days of entry of this Consent Decree, SLLI shall pay to EPA \$784,363.33, plus an additional sum for Interest on that amount from June 1, 2009 through the date of entry of this Decree. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to SLLI by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of California following lodging of the Consent Decree.

35. At the time of payment, SLLI shall also send notice that payment has been made to EPA and DOJ in accordance with Section XVII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number 0998, DOJ case number 90-11-3-09436, and the civil action number.

36. The total amount to be paid pursuant to Paragraph 34 shall be deposited in the Rhône-Poulenc Inc./Zoecon Corp. Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

37. Payment of Future Response Costs to EPA.

a. SLLI shall pay to EPA all Future Response Costs relating to the Wetland OU, and not inconsistent with the National Contingency Plan. On a periodic basis, EPA will send SLLI a bill requiring payment of any Future Response Costs incurred that includes a cost summary, setting forth direct and indirect costs incurred by EPA, DOJ, and their identified contractors, if any. SLLI shall make all payments within 30 days of SLLI's receipt of each bill requiring payment, except as otherwise provided in Paragraph 38. SLLI shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the EPA Region and Site/Spill Identification Number 0998, DOJ case number 90-11-3-09436, and the civil action number, or by transferring the payment electronically within 30 days of SLLI's receipt of the bill requiring payment. SLLI shall send the check(s) to:

1 U.S. Environmental Protection Agency
2 Superfund Payments
3 Cincinnati Finance Center
4 P.O. Box 979076
5 St. Louis, MO 63197-9000

6 Any electronic transfer of funds shall be directed to the Federal Reserve Bank of New York, as
7 follows:

8 Federal Reserve Bank of New York
9 ABA = 021030004
10 Account = 68010727
11 SWIFT address = FRNYUS33
12 33 Liberty Street
13 New York NY 10045
14 Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental
15 Protection Agency "

16 b. At the time of payment, SLLI shall send notice that payment has been
17 made to EPA and DOJ in accordance with Section XVII. (Notices and Submissions). Such notice
18 shall reference the EPA Region and Site/Spill Identification Number 0998, DOJ case number 90-
19 11-3-09436, and the civil action number.

20 c. Of the amounts to be paid pursuant to Paragraph 37.a above, \$185,000.00
21 shall be deposited in the Rhône-Poulenc Inc./Zoecon Corp. Superfund Site Special Account
22 within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance
23 response actions at or in connection with the Site, or to be transferred by EPA to the EPA
24 Hazardous Substance Superfund.

25 38. Contested Payment Procedures. SLLI may contest payment of any Future
26 Response Costs in accordance with the provisions of this Paragraph.

27 a. Standard. SLLI may contest payment of any Future Response Costs billed
28 by EPA if it determines that EPA has made an accounting error or has included costs outside the
scope of this Consent Decree, or if it alleges that a cost item that is included represents costs that
are inconsistent with the NCP.

b. Procedures. The dispute resolution procedures set forth in this Paragraph shall be the exclusive mechanism for resolving disputes regarding SLLI's obligation to reimburse EPA for its Future Response Costs.

c. Dispute Resolution. The dispute resolution mechanism described in this Paragraph is only available if SLLI complies with the following conditions:

(1) Notice. Any objection to payment of EPA's Future Response Costs shall be made in writing within 30 days of receipt of the bill and must be sent to EPA and DOJ in accordance with Section XVII. (Notices and Submissions). Any such objection (hereinafter referred to as the "Notice of Objection") shall specifically identify the contested Future Response Costs and the basis for objection.

(2) Payment of Undisputed Amounts. In the event of an objection to some but not all Future Response Costs, SLLI shall within the 30 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 37.a above.

(3) Escrow for Disputed Amounts. Within 45 days of receipt of a bill for Future Response Costs which are disputed, SLLI shall establish an interest-bearing escrow account in a federally-insured, State chartered bank, and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. SLLI shall send to EPA and DOJ, as provided in Section XVII. (Notices and Submissions), a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

d. Informal Dispute Resolution. Any dispute with respect to Future Response Costs shall in the first instance be the subject of informal negotiations between EPA and SLLI.

e. Formal Dispute Resolution.

(1) Initiation. If the dispute is not resolved by informal dispute resolution, either party may commence formal dispute resolution by sending a Notice of Formal Dispute Resolution to the other party to the dispute. The Notice of Formal Dispute Resolution shall be accompanied by a written Statement of Position by the party who serves the Notice,

1 stating the basis of that party's position and citing all factual data, analysis, opinion or other
 2 material on which that party relies to support its position. The opposing party shall have 30 days
 3 in which to serve a Response setting forth the same information supporting its position.

4 (2) Administrative Record and Decision. EPA shall maintain an
 5 administrative record of any dispute as to Future Response Costs for which formal dispute
 6 resolution has been initiated. The administrative record shall include the disputed bill and all cost
 7 documentation sent by EPA to SLLI, the Notice of Objection served by SLLI, the Notice of
 8 Formal Dispute Resolution and accompanying Statement of Position, the opposing party's
 9 Response, and any other documents or information sent to EPA by SLLI for inclusion in the
 10 record or relied on by EPA in reaching an administrative resolution of the dispute. The Director
 11 of the Superfund Division, EPA Region IX, will issue a final administrative decision determining
 12 whether the disputed Future Response Costs, or any part of them, shall be disallowed as
 13 inconsistent with the NCP, the result of an accounting error, or costs outside the scope of this
 14 Consent Decree.

15 (3) Judicial Appeal. SLLI may appeal EPA's administrative decision
 16 made pursuant to the preceding subparagraph to this Court within 30 days of its receipt of EPA's
 17 decision. The Court's review of EPA's decision shall be limited to EPA's administrative record.
 18 Judicial review of any dispute under this subparagraph shall be governed by applicable principles
 19 of administrative law.

20 f. Payment Following Dispute Resolution. Payments determined to be owing
 21 to EPA following dispute resolution shall be paid from the escrow account (including accrued
 22 interest on the amounts owed) to EPA in the manner described in Paragraph 37.a above within 10
 23 days after receipt of the Court's decision or, if the decision is not timely appealed, within 10 days
 24 of EPA's decision. To the extent that any amounts are determined not to be owed, SLLI shall be
 25 disbursed the remainder of the escrow account.

26 39. Interest on Late Payments. In the event that the payment required by Paragraph
 27 34 is not made within 30 days of the date of entry of this Consent Decree or the payments
 28 required by Paragraph 37.a are not made within 30 days of the SLLI's receipt of the bill, SLLI

1 shall pay Interest on the unpaid balance. The Interest under this Paragraph to be paid on the
 2 amount due under Paragraph 34 shall begin to accrue on the date of entry of this Consent Decree.
 3 The Interest under this Paragraph on Future Response Costs due under Paragraph 37.a shall begin
 4 to accrue on the date of the bill. The Interest shall accrue through the date of the SLLI's payment.
 5 Payments of Interest made under this Paragraph shall be in addition to such other remedies or
 6 sanctions available to Plaintiff by virtue of SLLI's failure to make timely payments under this
 7 Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 40.
 8 SLLI shall make all payments required by this Paragraph in the manner described in Paragraph
 9 37.a.

10 40. Stipulated Penalties.

11 a. If any amounts due under Paragraph 34 are not paid by the required date,
 12 SLLI shall be deemed in violation of this Consent Decree and shall pay to EPA, as a stipulated
 13 penalty, in addition to Interest required by Paragraph 39, \$500 per day that such payment is late.
 14 Stipulated penalties are due and payable within 30 days of the date of the demand for payment of
 15 the stipulated penalties by EPA.

16 b. If any amounts due under Paragraph 37.a are not paid by the required date,
 17 SLLI may be deemed in violation of this Consent Decree and shall pay to EPA, as a stipulated
 18 penalty, in addition to the Interest required by Paragraph 39, \$100 per violation per day that such
 19 payment is late. Stipulated penalties are due and payable within 30 days of the date of the
 20 demand for payment of the stipulated penalties by EPA.

21 c. All payments to EPA under this Paragraph shall be identified as "stipulated
 22 penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous
 23 Substance Superfund," or by transferring the payment electronically within 30 days of SLLI's
 24 receipt of the bill requiring payment. The check, or a letter accompanying the check, shall
 25 reference the Site name, the EPA Region and Site/Spill Identification Number 0998, DOJ case
 26 number 90-11-3-09436, and the civil action number. SLLI shall send the check (and any
 27 accompanying letter) to:
 28

1 U.S. Environmental Protection Agency
2 Superfund Payments
3 Cincinnati Finance Center
P.O. Box 979077
4 St. Louis, MO 63197-9000

5 Any electronic transfer of funds shall be directed to the Federal Reserve Bank of New York, as follows:

6 Federal Reserve Bank of New York
7 ABA = 021030004
Account = 68010727
8 SWIFT address = FRNYUS33
33 Liberty Street
9 New York NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental
10 Protection Agency "

11 d. At the time of each payment, SLLI shall also send notice that payment has
12 been made to EPA and DOJ in accordance with Section XIV. (Notices and Submissions). Such
13 notice shall reference the Site name, the EPA Region and Site/Spill Identification Number 0998,
14 DOJ case number 90-11-3-09436, and the civil action number.

15 e. Penalties shall accrue as provided in this Paragraph regardless of whether
16 EPA has notified SLLI of the violation or made a demand for payment, but need only be paid
17 upon demand. All stipulated penalties shall begin to accrue on the day after payment is due and
18 shall continue to accrue through the date of payment. Nothing herein shall prevent the
19 simultaneous accrual of separate penalties for separate violations of this Consent Decree.

20 41. Notwithstanding any other provision of this Section, EPA may, in its
21 unreviewable discretion, reduce or waive the stipulated penalties that have accrued pursuant to
22 Paragraph 40. Payment of stipulated penalties shall not excuse SLLI from payment as required
23 by Paragraph 34 or 37 or from performance of any other requirements of this Consent Decree.

24 IX. PAYMENT OF NATURAL RESOURCE DAMAGES TO DOI

25 42. Within 30 days of entry of this Consent Decree, SLLI shall pay to DOI
26 \$12,764.20 in reimbursement of DOI's damage assessment costs. Payment to DOI shall be made
27 by Electronic Funds Transfer (EFT) to the U.S. Department of Justice lockbox, referencing DOJ
28

case number 90-11-3-09436 and the civil action number, in accordance with the EFT instructions that shall be provided by the United States Attorney's office after lodging of this Decree. Any EFT received at the United States Department of Justice lockbox after 4:00 p.m. (Eastern Time) will be credited on the next business day. SLLI shall simultaneously send a copy of the EFT transmittal notice to the Chief, Environmental Enforcement Section, U.S. Department of Justice, P.O. Box 7611, Washington D.C. 20044, Attn: DOJ No. 90-11-3-09436. Notice of the EFT also shall be sent to:

U.S. Department of the Interior
 Natural Resource Damage Assessment and Restoration Program
 Attention: Restoration Fund Manager
 1849 C Street, NW
 Mail Stop 4449
 Washington, DC 20240

43. Interest on Late Payments. In the event that the payment required by Paragraph 42 is not made within 30 days of the entry of this Consent Decree, SLLI shall pay Interest on the unpaid balance. The Interest shall begin to accrue on the entry of this Consent Decree and shall accrue through the date of the SLLI's payment.

44. Stipulated Damages.

a. If any amounts due under Paragraph 42 are not paid by the required date, SLLI shall be in violation of this Consent Decree and shall pay to the United States, as stipulated damages, in addition to the Interest required by Paragraph 43, \$100 per day that such payment is late. Stipulated damages are due and payable within 30 days of the date of the demand for payment of the stipulated damages by DOI.

b. Stipulated damages shall accrue as provided in this Paragraph regardless of whether the United States has notified SLLI of the violation or made a demand for payment, but need only be paid upon demand. All stipulated damages shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate damages for separate violations of this Consent Decree.

c. At the time of each payment, SLLI shall also send notice that payment has been made to DOI and DOJ in accordance with Section XVII. (Notices and Submissions). Such notice shall reference the Site name, DOJ case number 90-11-3-09436, and the civil action number.

d. Stipulated damages shall accrue as provided in this Paragraph regardless of whether DOI has notified SLLI of the violation or made a demand for payment, but need only be paid upon demand. All stipulated damages shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate damages for separate violations of this Consent Decree.

45. Payment Procedures. All payments to the United States under Paragraphs 43 or 44 shall be identified as "interest" or "stipulated damages" as applicable, and shall be made by certified or cashier's check made payable to "The United States Treasury." The check, or a letter accompanying the check, shall reference the Site name, DOJ case number 90-11-3-09436, and the civil action number. SLLI shall send the check (and any accompanying letter) to:

United States Attorney's Office
Northern District of California
450 Golden Gate Avenue, Box 36055
San Francisco, CA 94102

46. In any action to enforce this Consent Decree, the United States shall be entitled to its costs (including attorneys fees) necessary to collect any amounts due under but not paid by SLLI in accordance with this Consent Decree.

47. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of SLLI's failure to comply with the requirements of this Consent Decree.

48. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, reduce or waive the stipulated damages that have accrued pursuant to Paragraph 44. Payment of stipulated damages shall not excuse SLLI from payment as required by Paragraph 42 or from performance of any other requirements of this Consent Decree.

X. COVENANT NOT TO SUE BY PLAINTIFF

49. Covenant Not to Sue by United States. Except as specifically provided in Section XI. (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against the Covered Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs or Future Response Costs, or pursuant to CERCLA Section 107, 42 U.S.C. § 9607, or Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A), or Section 311(f)(4) and (5) of the CWA, 33 U.S.C. § 1321(f) (4) and (5), to recover Natural Resource Damages. This covenant not to sue shall take effect upon receipt by EPA and DOI of the payments required by Paragraphs 34 and 42. This covenant not to sue is conditioned upon the satisfactory performance by SLLI of its obligations under this Consent Decree. This covenant not to sue extends only to the Covered Parties.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

50. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Covered Parties with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 49. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Covered Parties with respect to any claim of:

- a. liability for alleged failure of SLLI to meet a requirement of this Consent Decree;
- b. liability for alleged costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs, Future Response Costs, or Natural Resource Damages;
- c. liability for alleged injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. liability for alleged damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments that are not within the definition of Natural Resource Damages; and
- e. criminal liability.

1 XII. COVENANT NOT TO SUE BY COVERED PARTIES

2 51. The Covered Parties covenant not to sue and agree not to assert any claims or
3 causes of action against the United States, or its contractors or employees, with respect to Past
4 Response Costs, Future Response Costs, Natural Resource Damages, or this Consent Decree,
5 including:

6 a. any direct or indirect claim for reimbursement from the Hazardous
7 Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C.
8 §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

9 b. any claim arising out of the response actions at the Site for which the Past
10 Response Costs or Future Response Costs were incurred, including any claim under the United
11 States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491,
12 the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or,

13 c. any claim against the United States pursuant to Sections 107 and 113 of
14 CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs, Future Response Costs,
15 or Natural Resource Damages.

16 52. Nothing in this Consent Decree shall be deemed to constitute approval or
17 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
18 40 C.F.R. 300.700(d).

19 53. Non-Exempt De Micromis Waiver. The Covered Parties agree not to assert any
20 claims and to waive all claims or causes of action that they may have for all matters relating to the
21 Site, including for contribution, against any person where the person's liability to the Covered
22 Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for
23 transport for disposal or treatment, of hazardous substances at the Site, or having accepted for
24 transport for disposal or treatment of hazardous substances at the Site, if all or part of the
25 disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material
26 containing hazardous substances contributed by such person to the Site was less than 110 gallons
27 of liquid materials or 200 pounds of solid materials.

54. The waiver in Paragraph 53 shall not apply with respect to any defense, claim, or cause of action that the Covered Parties may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against the Covered Parties. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or,

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

55. Except as provided in Paragraphs 49 (Covenant Not to Sue by United States) and 53 (Non-Exempt De Micromis Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Except as provided in Paragraphs 49 (Covenant Not to Sue by United States) and 53 (Non-Exempt De Micromis Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

56. The Parties agree, and by entering this Consent Decree this Court finds, that the Covered Parties are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this

1 Consent Decree are Past Response Costs, Future Response Costs, and Natural Resource
2 Damages.

3 57. SLLI agrees that, with respect to any suit or claim for contribution brought by
4 the Covered Parties for matters related to this Consent Decree, SLLI will notify the United States
5 in writing no later than 60 days prior to the initiation of such suit or claim. SLLI also agrees that,
6 with respect to any suit or claim for contribution brought against the Covered Parties for matters
7 related to this Consent Decree, SLLI will notify the United States in writing within 20 days of
8 service of the complaint or claim upon it. In addition, SLLI shall notify the United States within
9 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt
10 of any order from a court setting a case for trial, for matters related to this Consent Decree.

11 58. In any subsequent administrative or judicial proceeding initiated by the United
12 States for injunctive relief, recovery of response costs, or other relief relating to the Site, the
13 Covered Parties shall not assert, and may not maintain, any defense or claim based upon the
14 principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other
15 defenses based upon any contention that the claims raised by the United States in the subsequent
16 proceeding were or should have been brought in the instant case; provided, however, that nothing
17 in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in
18 Section X.

19 XIV. SITE ACCESS

20 59. SLLI shall, commencing on the date of lodging of this Consent Decree, provide
21 the United States and its representatives, including EPA and its identified contractors, with access
22 at reasonable times to areas of the Site which SLLI owns or over which it has control, for the
23 purpose of conducting any response activity related to the Site, including, but not limited to, the
24 following activities:

- 25 a. Monitoring, investigation, removal, remedial or other activities at the Site;
- 26 b. Verifying any data or information submitted to the United States;
- 27 c. Conducting investigations relating to contamination at or near the Site;
- 28 d. Obtaining samples;

e. Assessing the need for, planning, or implementing response actions at or near the Site;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by SLLI or its agents, consistent with Section XV. (Access to Information); and,

g. Assessing SLLI's compliance with this Agreement.

60. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulations.

XV. ACCESS TO INFORMATION

61. SLLI shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within its possession or control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

62. Confidential Business Information and Privileged Documents.

a. SLLI may assert business confidentiality claims covering part or all of the records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified SLLI that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to SLLI.

b. SLLI may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If SLLI asserts such a privilege in lieu of providing records, it shall provide Plaintiff with the following: 1) the title of the record;

2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. SLLI shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the SLLI's favor.

63. No claim of confidentiality shall be made with respect to any Site data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, evidencing conditions at the Site.

XVI. RETENTION OF RECORDS

64. Until 5 years after the entry of this Consent Decree, SLLI shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

65. After the immediate conclusion of the 5-year document retention period in the preceding Paragraph, SLLI shall notify the United States at least 90 days prior to the destruction of any such records, and, upon request by the United States, SLLI shall deliver any such records to EPA. SLLI may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If SLLI asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. SLLI shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the SLLI's favor. SLLI may also assert business confidentiality claims consistent with Paragraph 62.a.

66. SLLI hereby certifies that, to the best of its knowledge and belief, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XVII. NOTICES AND SUBMISSIONS

67. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other SLLI in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOI, DOJ and SLLI, respectively.

As to the United States:

Chief, Environmental Enforcement Section
 Environment and Natural Resources Division
 U.S. Department of Justice (DJ # 90-11-3-09436)
 P.O. Box 7611
 Washington, D.C. 20044-7611

and

Director, Superfund Division
 United States Environmental Protection Agency
 Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

and

Charles McKinley
 Office of the Solicitor
 U.S. Department of the Interior
 Office of the Solicitor
 600 Harrison St., Suite 545
 San Francisco, CA 94197-1373

1 As to DOJ:

2 Chief, Environmental Enforcement Section
3 Environment and Natural Resources Division
4 U.S. Department of Justice (DJ # 90-11-3-09436)
5 P.O. Box 7611
6 Washington, D.C. 20044-7611

7 As to EPA:

8 Steve Berninger, ORC-3
9 Assistant Regional Counsel
10 United States Environmental Protection Agency
11 Region 9
12 75 Hawthorne Street
13 San Francisco, CA 94105

14 Rose Marie Caraway, SFD-7-2
15 Remedial Project Manager
16 United States Environmental Protection Agency
17 Region 9
18 75 Hawthorne Street
19 San Francisco, CA 94105

20 David Wood, MTS-4-2
21 Regional Financial Management Officer
22 United States Environmental Protection Agency
23 Region 9
24 75 Hawthorne Street
25 San Francisco, CA 94105

26 As to DOI:

27 Charles McKinley
28 Office of the Solicitor
29 U.S. Department of the Interior
30 Office of the Solicitor
31 600 Harrison St., Suite 545
32 San Francisco, CA 94197-1373

33 As to SLLI:

34 Stuart Dearden
35 Senior Director
36 sanofi-aventis U.S.
37 P.O. Box 6800
38 Bridgewater, NJ 08807

39 Michelle Bruno
40 Senior Corporate Counsel
41 sanofi-aventis U.S.
42 55 Corporate Drive (Mail Stop: 55A-525A)

1 Bridgewater, NJ 08807

2 Robert L. Hines
3 Farella Braun + Martel LLP
4 235 Montgomery Street
5 San Francisco, CA 94104

6 XVIII. RETENTION OF JURISDICTION

7 68. This Court shall retain jurisdiction over this matter for the purpose of
8 interpreting and enforcing the terms of this Consent Decree.

9 XIX. INTEGRATION/APPENDICES

10 69. This Consent Decree and its appendices constitute the final, complete and
11 exclusive agreement and understanding among the Parties with respect to the settlement
12 embodied in this Consent Decree. The Parties acknowledge that there are no representations,
13 agreements or understandings relating to the settlement other than those expressly contained in
14 this Consent Decree. The following appendices are attached to and incorporated into this Consent
15 Decree: "Appendix A" is the map of the Site, and "Appendix B" includes a depiction of Site
16 areas and areas of elevated arsenic concentrations at the Site.

17 XX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

18 70. This Consent Decree shall be lodged with the Court for a period of not less than
19 30 days for public notice and comment. The United States reserves the right to withdraw or
20 withhold its consent if the comments regarding the Consent Decree disclose facts or
21 considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.
22 SLLI consents to the entry of this Consent Decree without further notice.

23 71. If for any reason this Court should decline to approve this Consent Decree in the
24 form presented, this agreement is voidable at the sole discretion of any party and the terms of the
25 agreement may not be used as evidence in any litigation between the Parties.

26 XXI. SIGNATORIES/SERVICE

27 72. The undersigned representative of SLLI and the Deputy Chief of the
28 Environmental Enforcement Section of the Environment and Natural Resources Division, United

1 States Department of Justice, certifies that he or she is authorized to enter into the terms and
 2 conditions of this Consent Decree and to execute and bind legally such Party to this document.


3 73. SLLI hereby agrees not to oppose entry of this Consent Decree by this Court or
 4 to challenge any provision of this Consent Decree, unless the United States has notified SLLI in
 5 writing that it no longer supports entry of the Consent Decree.

6 74. SLLI shall identify, on the attached signature page, the name and address of an
 7 agent who is authorized to accept service of process by mail on behalf of that Party with respect
 8 to all matters arising under or relating to this Consent Decree. SLLI hereby agrees to accept
 9 service in that manner and to waive the formal service requirements set forth in Rule 4 of the
 10 Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not
 11 limited to, service of a summons. The Parties agree that SLLI need not file an answer or
 12 otherwise respond to the complaint in this action unless or until the Court expressly declines to
 13 enter this Consent Decree.

14 XXII. FINAL JUDGMENT

15 75. Upon approval and entry of this Consent Decree by the Court, this Consent
 16 Decree shall constitute the final judgment between and among the Parties. The Court finds that
 17 there is no just reason for delay and therefore enters this judgment as a final judgment under Fed.
 18 R. Civ. P. 54 and 58.

19
 20 SO ORDERED THIS 18th DAY OF December, 2009.

21 
 22 United States District Judge

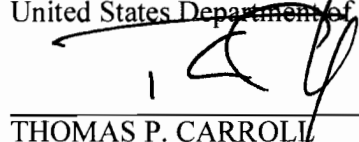
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *U.S. v.*
2 *StarLink Logistics, Inc.*, relating to the *Rhône-Poulenc Inc./Zoecon Corp. Superfund Site*.

3 FOR PLAINTIFF UNITED STATES OF AMERICA:

4 

5 ELLEN M. MAHAN
6 Deputy Chief
7 Environmental Enforcement Section
8 Environment and Natural Resources Division
9 United States Department of Justice

Date: September 10, 2009

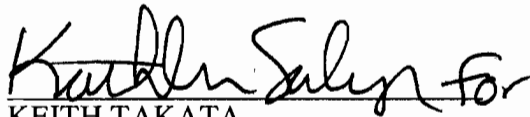
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11 THOMAS P. CARROLL
12 Senior Attorney
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 Department of Justice
16 P.O. Box 7611
17 Washington, D.C. 20044-7611
18 (202) 514-4051 (Tel.)
19 (202) 514-2583 (Fax)
20 thomas.carroll@usdoj.gov

Date: September 10, 2009

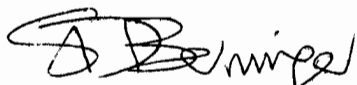
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v.
2 *StarLink Logistics, Inc.*, relating to the *Rhône-Poulenc Inc./Zoecon Corp. Superfund Site*.

3 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

4  for

Date: 9/2/09

5 KEITH TAKATA
6 Director, Superfund Division
7 U.S. Environmental Protection
8 Region 9
9 75 Hawthorne Street
10 San Francisco, CA 94105

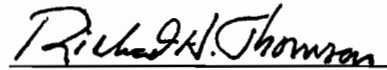
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Date: August 7, 2009

12 STEPHEN BERNINGER
13 Assistant Regional Counsel
14 U.S. Environmental Protection Agency
15 Region 9
16 75 Hawthorne Street
17 San Francisco, CA 94105

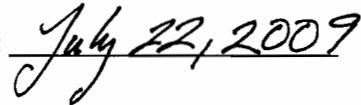
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *U.S. v.*
2 *StarLink Logistics, Inc.*, relating to the *Rhône-Poulenc Inc./Zoecon Corp. Superfund Site*.

3 FOR DEFENDANT STARLINK LOGISTICS, INC.:

4 

5 RICHARD H. THOMSON
6 Treasurer
7 55 Corporate Drive
8 Bridgewater, NJ 08807-2854

Date:



9 Agent Authorized to Accept Service on Behalf of Above-signed Party:

10 Corporation Service Company
11 2711 Centerville Road, Suite 400
12 Wilmington, Delaware 19808

13 18590\1961656.1

APPENDIX A

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CONSENT DECREE

Case No. _____

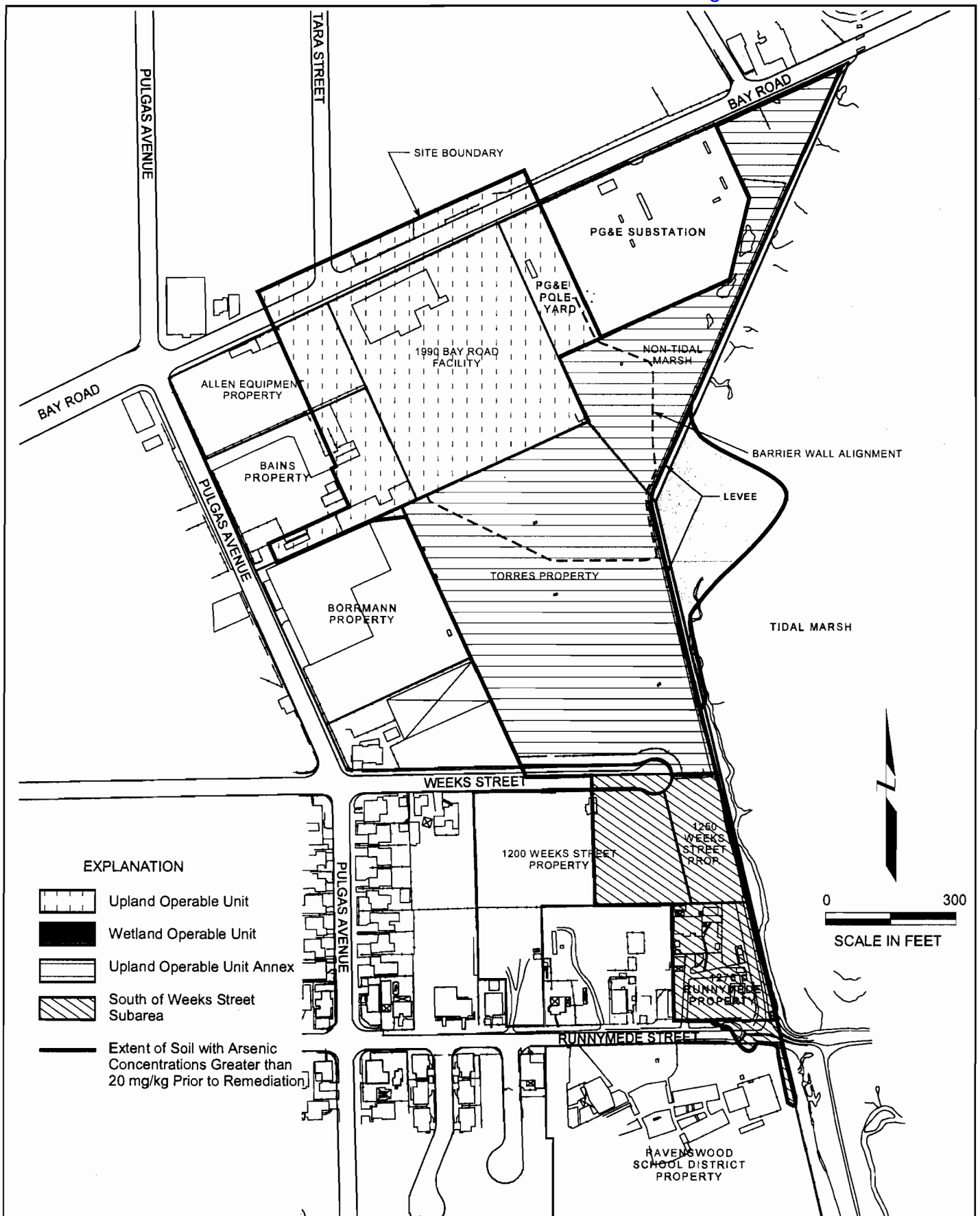


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Appendix A

APPENDIX B

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S.S. Papadopoulos & Associates, Inc.

OPERABLE UNITS AND SUBAREAS

1990 Bay Road Site
East Palo Alto, California

Appendix B